IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.1032 OF 2003
IN
SUMMARY SUIT NO.3032 OF 2003

Rekha C.Shah ...Plaintiff

Vs.

Jignesh B. Shah & Anr,.....Defendants

Ms.Neeta Solanki i/b.M/s. Kiran Jain & Co., for the Plaintiff

None for the Defendants.

CORAM: J.H. BHATIA, J.
DATE : 2nd August,2005

P.C.:

1. Heard Ms. Neeta Solanki for the Plaintiff. The plaintiff claims that for valuable consideration received by the Defendant No.1 the defendant No.1 had drawn demand bill of exchange against defendant No.2 and in favour of Plaintiff on 21st May, 2002 for an amount of Rs.60,000/-. It was duly signed, executed and accepted by Defendant No.2. Defendant No.2 dishonoured the Bill of Exchange on presentation on 27th June, 2002. Thereafter the Defendant No.1 issued a cheque for the said amount in favour of the Plaintiffs drawn on the United Western Bank Limited. The presentation of the said cheque was deferred and delayed from time to time due to the financial difficulties of the Defendants. The rate of interest was agreed to be at 2% per month. The plaintiff claims an amount of Rs.69,290/- including principal amount and interest thereon from 1st October, 2002 till the date of filing of the suit at the rate of 18% per annum.

2. The Summons for Judgment was served on the Defendants as per affidavit filed by the Plaintiff. The defendants failed to appear and to submit reply or to seek leave to defend the suit. The affidavit and the original documents

tendered by the Plaintiff are taken on record and marked "X Collectively" for identification.

3. In the above circumstances it may be held that the Defendants have no valid defence. In the result the suit deserves to be decreed.

4. The suit is decreed against the defendants in terms of prayer clause (a). The principal amount of Rs.60,000/- shall carry interest at the rate of 9% per annum from the date of the suit till realisation thereof.

5. Refund of court fees as per Rules.

Decree be drawn expeditiously.

(J.H. BHATIA, J.)